

**UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA**

**ELISABETH CLEVELAND, AMY
LARCHUK, CHRISTOPHER
REDMON, DHAVAL SHAH, and
THOMAS MCCORMICK,**
on behalf of themselves and all others
similarly situated,

Plaintiffs,
v.

WHIRLPOOL CORPORATION,
Defendant.

**CASE NO. 20-cv-1906-WMW-
KMM**

**DECLARATION OF BRIAN DEVERY
REGARDING NOTICE PROCEDURES**

I, Brian Devery, hereby declare under penalty of perjury pursuant to 28 U.S.C. § 1746 that the following is true and correct to the best of my knowledge and belief:

I am over 21 years of age and am not a party to this action. I have personal knowledge of the facts set forth herein and, if called as a witness, could and would testify competently thereto.

1. I am a Senior Project Manager with Angeion Group, LLC (“Angeion”), located at 1650 Arch Street, Suite 2210, Philadelphia, Pennsylvania.

2. Angeion has administered class action settlements involving millions of class members. A representative list of the settlements administered by Angeion is available at <http://www.angeiongroup.com/cases.htm>. Through the administration of the settlements referenced above, Angeion has received, processed, and secured data from defendants and other sources. Angeion has analyzed settlement class member

data including performing deduplication, National Change of Address searches (“NCOA”) and address verification searches (“skip traces”). Angeion has successfully implemented noticing campaigns involving direct mail notice, email notice, text noticing, print publication, digital and social media for millions of potential class members. Further, Angeion has analyzed and reported on class member data obtained through claim forms submitted via mail and through online claims filing, class member correspondence, objections to the settlement, exclusion requests and other means. Angeion is experienced in the application of complex claim calculations and, where applicable, tax withholding and reporting, as required by federal, state, and local taxing authorities, as well as in reviewing settlement agreements and court orders.

3.□ Angeion is not related to or affiliated with Plaintiff Elisabeth Cleveland, Amy Larchuk, Christopher Redmon, Dhaval Shah or Thomas McCormick (“Plaintiffs”), Defendant Whirlpool Corporation, or the counsel representing the Parties in this litigation.

4.□ Angeion was appointed as the Settlement Administrator to provide notification and claims administration services in this matter. Angeion’s duties in this Settlement have and will include: (a) receiving and analyzing the Settlement Class Member data (“the Settlement Class Member List”); (b) creating a website with online claim filing capabilities; (c) receipt of general mail and correspondence; (d) establishing an email address to receive Settlement Class Member inquiries; (e) establishing a toll-free number with an Interactive Voice Response (IVR) system; (f) preparing and sending Email Notice; (g) Preparing and sending mailed notice; (h) receiving and processing

opt-outs and objections; and (i) such other tasks as counsel for the Parties or the Court orders Angeion to perform.

5.□ On November 8, 2021, pursuant to the Class Action Fairness Act, 28 U.S.C. § 1715 (“CAFA”), Angeion, on behalf of the Defendants, caused notice of the Settlement and related materials (collectively, “CAFA Notice”) to be sent to the Attorney General of the United States, the Attorneys General of all U.S. states and territories, and the District of Columbia. A copy of the CAFA Notice is attached hereto as Exhibit A.

6.□ On or about January 10, 2022, Angeion received a data file containing 1,672,690 records. The data file consisted of names, email addresses, model, and serial numbers.

7.□ On January 26, 2022, Angeion created and is currently hosting a dedicated website entitled www.WhirlpoolDishwasherSettlement.com. The website contains a summary of the Settlement; answers to frequently asked questions regarding the Settlement; allows Settlement Class Members to contact the Settlement Administrator with any questions; provides important dates, such as the Final Approval Hearing, and the Exclusion and Objection deadlines; includes important Court documents, such as the Preliminary Approval Order, the Settlement Agreement, and the Long Form Notice; and allows Settlement Class Members the opportunity to submit a claim online.

8.□ On January 26, 2022, Angeion established and is still maintaining a toll-free number, 1-833-940-3377, for Settlement Class Members to call and obtain additional information regarding the Settlement using an IVR system. As of March 27, 2022, 3,657 Settlement Class Members have called the IVR.

9.□ Angeion received Word versions of the Long Form Notice, Postcard Notice and Email Notice from counsel. Angeion prepared and formatted drafts of the materials that counsel reviewed and approved. True and correct copies of the Long Form Notice, Postcard Notice and Email Notice are attached hereto as Exhibits B, C and D.

10.□ Angeion performed email validation on all emails prior to sending the Email Notice. Of the 1,212,862 records containing an email address, 157,289 were determined to be invalid. From January 27, 2022, Angeion caused 1,055,465 email notices to be sent. On January 21, 2022, Angeion caused 78,807 Email Notices to be resent to any email address that returned a soft bounce. Of the 1,055,465 emails attempted for delivery, 67,899 emails ultimately bounced.

11.□ Of the 67,899 emails that bounced, 67,827 records contained a mailable address and 72 contained an invalid address. Angeion mailed a Postcard notice to these 67,827 valid addresses.

12.□ Of the remaining 617,117 records without a valid email, 263 also did not contain a valid mailing address. Prior to mailing Postcard Notices to potential class Members, Angeion performed a National Change of Address search on each address and updated the mailing records and its database with any updated information provided.

13.□ On January 27, 2022, Angeion caused the mailing of 616,854 Postcard Notices via First Class Mail to potential Class Members with a valid mailing address. Of the total 683,944 Postcard Notices mailed, 78,081 were returned as undeliverable. Angeion has completed a skip trace on 77,719 returned Postcard Notices and located an updated address for 49,742 records. Angeion has also received forwarding addresses from the

USPS for 10,271 records. Postcard Notices are remailed to the updated addresses, skip trace and forwarding addresses on a rolling basis, as updated information is received.

14.□ On January 27, 2022, Angeion commenced the internet banner notice and social media notice. These campaigns ran concurrently for approximately four consecutive weeks. As of March 27, 2022, a total of 74,422,858 digital banner ads were served, 14,073,903 social media ads were served, and 71,055 paid searches were completed. Copies of the banner and social media ad notices utilized in this campaign are attached hereto as Exhibits E and F.

15.□ As of March 27, 2022, Angeion has received and processed Thirty-Nine timely postmarked requests for exclusion from the Settlement. The names of the individuals who requested exclusion from the Settlement is attached hereto as Exhibit G. The deadline for requesting exclusion is March 17, 2022.

16.□ As of March 27, 2022, Angeion has received two timely postmarked objections to the Settlement. The deadline for objecting to the Settlement was March 17, 2022. Copies of the objections are attached hereto as Exhibit H.

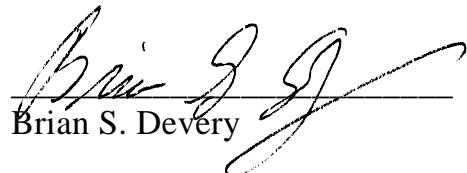
17.□ Angeion is continuing to receive and process claims submitted electronically through the Settlement Website, and will do so through conclusion of the July 26, 2022, deadline to submit claims for past diverter seal leaks (defined in the Settlement Agreement) and 35 days following December 31, 2025, the last qualifying date to submit claims for future diverter seal leaks (defined in the settlement agreement). To prevent fraud, the online settlement claim form was programmed with verifications that automatically check and validate the Model and Serial numbers provided during the claim filing process as well as alert claimants to fatal errors in their online claims.

Claims that do not contain a valid Model and Serial number were not permitted to be filed through the online claim portal.

18.□ The deadline to submit a claim in this matter is July 26, 2022.

19.□ To date, Angeion has billed \$510,924.72 to effectuate notice and administer the Settlement. Angeion estimates that it will bill an additional approximate amount of \$738,315.28 to complete administration of the Settlement including distribution.

I declare under penalty of perjury under the laws of the State of Minnesota that the above is true and correct to the best of my knowledge and that this declaration was executed on March 27, 2022, in Oakdale, NY.



Brian S. Devéry

Exhibit A



1650 Arch Street, Suite 2210
Philadelphia, PA 19103
(p) 215-563-4116
(f) 215-563-8839
www.angeiongroup.com

November 8, 2021

VIA USPS PRIORITY MAIL

United States Attorney General, State Attorneys
General, and Appropriate Officials

Re: Notice of Class Action Settlement

Elisabeth Cleveland v. Whirlpool Corporation

Dear Counsel or Official:

Angeion Group, an independent claims administrator, on behalf of Defendant Whirlpool Corporation in the below-described action, hereby provides your office with this notice under the provisions of the Class Action Fairness Act ("CAFA"), 28 U.S.C. § 1715, to advise you of the following proposed class action settlement:

Case Name: *Elisabeth Cleveland v. Whirlpool Corporation*

Index Number: 0:20-cv-01906-WMW-KMM

Jurisdiction: United States District Court District of Minnesota

Date Settlement Filed with Court: October 29, 2021

In accordance with the requirements of 28 U.S.C. § 1715, please find copies of the following documents associated with this action on the enclosed CD-ROM:

- 1. 28 U.S.C. § 1715(b)(1)-Complaint:** Class Action Complaint, filed with the Court on September 4, 2020; First Amended Class Action Complaint, filed with the Court on November 25, 2020; and the First Amended Consolidated Class Action Complaint, filed with the Court on August 20, 2021.
- 2. 28 U.S.C. § 1715(b)(2)-Notice of Any Scheduled Judicial Hearings:** Plaintiffs' Unopposed Motion for Preliminary Approval of the Settlement Agreement is currently scheduled for a hearing on December 10, 2021. No other judicial hearings are currently scheduled.
- 3. 28 U.S.C. § 1715(b)(3)-Notification to Class Members:** The proposed Long Form Notice, Postcard Notice, Digital Media Notice and Claim Form, filed with the Court on October 29, 2021.
- 4. 28 U.S.C. § 1715(b)(4)-Class Action Settlement Agreement:** Class Action Settlement Agreement and Release, filed with the Court on October 29, 2021. Also included are Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement filed with the Court on October 29, 2021; Plaintiffs' Memorandum of Law in Support of Unopposed Motion for Preliminary Approval of Class Action Settlement

filed with the Court on October 29, 2021; Declaration of Frank Bernatowicz in Support of Plaintiffs' Motion for Approval of Class Settlement filed with the Court on October 29, 2021; Joint Declaration of Proposed Class Counsel filed with the Court on October 29, 2021; and the Proposed Preliminary Approval Order filed with the Court on November 2, 2021.

5. **28 U.S.C. § 1715(b)(5)-Any Settlement or Other Agreements:** Other than the Settlement Agreement, no other settlements or other agreements have been contemporaneously made between the Parties.
6. **28 U.S.C. § 1715(b)(6)-Final Judgment:** The Court has not issued a Final Judgment or notice of dismissal as of the date of this CAFA Notice.
7. **28 U.S.C. § 1715(b)(7)(B)-Estimate of Class Members:** Approximately 6,800,000 Class dishwashers were sold during the Class Period throughout the United States and its Territories. A reasonable estimate of the number of known Class dishwashers shipped by Whirlpool (the vast majority of which were shipped to Whirlpool's trade customers for further distribution) to each State and Territory is included on the enclosed CD-ROM. The estimated proportionate share is not available at this time because the dishwashers shipped to each state may not represent the number of dishwashers sold in each state and this share is contingent on Class Members participating in the claims process.
8. **28 U.S.C. §1715(b)(8)-Judicial Opinions Related to the Settlement:** The Court has not issued any judicial opinions related to the Settlement at this time.

If you have questions or concerns about this notice, the proposed settlement, or the enclosed materials, or if you did not receive any of the above-listed materials, please contact this office.

Sincerely,

Angeion Group
1650 Arch Street, Suite 2210
Philadelphia, PA 19103
(p) 215-563-4116
(f) 215-563-8839

Enclosures

Exhibit B

U.S. DISTRICT COURT FOR THE DISTRICT OF MARYLAND

If you purchased a Whirlpool-manufactured dishwasher, you may be entitled to benefits from a class action settlement.

A federal court authorized this Notice. This is *not* a solicitation from a lawyer.

- Whirlpool Corporation and its affiliated companies (“Whirlpool” or “Defendant”)** are responsible for the manufacture and distribution of Whirlpool-branded dishwashers.
- Whirlpool** is offering to provide you with a cash payment if you purchased a Whirlpool-branded dishwasher between January 1, 2013 and December 31, 2019.
- Your legal rights are affected whether you act or don't act. Read this notice carefully.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

SUBMIT A CLAIM FORM Earliest Deadline: July 26, 2022	Excluding yourself, or “opting out,” you will receive a cash payment of \$100 if you purchased a Whirlpool-branded dishwasher between January 1, 2013 and December 31, 2019. The deadline to file a claim is July 26, 2022.
EXCLUDE YOURSELF Deadline: March 17, 2022	Excluding yourself, or “opting out,” you will receive a cash payment of \$100 if you purchased a Whirlpool-branded dishwasher between January 1, 2013 and December 31, 2019. The deadline to file a claim is July 26, 2022.
OBJECT Deadline: March 17, 2022	Most of the claims will be paid without a hearing. If you object to the Settlement, you will have the opportunity to attend a Fairness Hearing on May 26, 2022 at 9:00 am.
ATTEND THE FAIRNESS HEARING May 26, 2022 at 9:00 am	Most of the claims will be paid without a hearing. If you object to the Settlement, you will have the opportunity to attend a Fairness Hearing on May 26, 2022 at 9:00 am.
Do NOTHING	Most of the claims will be paid without a hearing. If you object to the Settlement, you will have the opportunity to attend a Fairness Hearing on May 26, 2022 at 9:00 am.

- Whirlpool** will pay a cash payment of \$100 to you if you purchased a Whirlpool-branded dishwasher between January 1, 2013 and December 31, 2019.
- Whirlpool** will pay a cash payment of \$100 to you if you purchased a Whirlpool-branded dishwasher between January 1, 2013 and December 31, 2019.

BASIC INFORMATION

1. Why was this notice issued?

2. Why did I receive this notice?

Class I dishwashers are referred to as the “Class Dishwashers”

3. What is the lawsuit about?

the diverter motor to malfunction and in some instances result in water leaking onto the floor (a "Diverter Seal Leak").

The Settlement does not include personal injury or property damage claims other than for damage to the Class Dishwasher itself, and the Settlement does not release any of these claims.

4. Why is this a class action?

In a class action, one or more people called "Class Representatives" are called a "Settlement Class" or "Class Members." One court resolves

5. Why is there a Settlement?

THE SETTLEMENT CLASS—WHO IS INCLUDED

6. Who is included in the Settlement?

1

□

7. How do I know if I am a Class Member?

or www.settlement-administrator.com at the Settlement Administrator's website,

8. Who is not included in the Settlement Class?

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

9. What benefits does the Settlement provide?

10. Tell me more about the reimbursements for Past Diverter Seal Leaks.

(Continued on next page)

11. What is the deadline to submit a Claim Form for a Past Diverter Seal Leak?

180 DAYS AFTER NOTICE DATE

12. Tell me more about benefits available for Future Diverter Seal Leaks.

13. What is the deadline to submit a claim form for a Future Diverter Seal Leak?

all other **within 90 days** D

How to Get Benefits—Submitting a Claim Form

14. How many benefits can I receive?

15. How do I get a Settlement benefit to which I may be entitled?

16. What rights am I giving up by getting benefits and staying in the Settlement Class?

final, all of the Court's orders will apply to you and legally bind you. Generally, that means you won't be able to sue, or other released parties ("Releasees") for the **Personal injury claims or claims for damage to property other than to the Class Dishwasher itself are not affected or released by this Settlement** see

17. What are the Released Claims?

The claims that you are releasing, the “Released Claims,” are all claims for economic loss relating to the use and arising out of the Class Members’ purchases or uses of the “the Releasees,” The Released Claims, however, do not include any claims for damage to property other than the Class Dishwasher itself or personal injury.

THE LAWYERS REPRESENTING YOU AND THE SETTLEMENT CLASS

18. Do I have a lawyer in this case?

Mr. Michael R. D’Amato and Mr. Robert J. Mazzoni, Jr. are the lawyers representing the Class Members in this case. They are the lead attorneys for the Class Members.

19. How will these lawyers be paid?

Mr. Michael R. D’Amato and Mr. Robert J. Mazzoni, Jr. will be paid for their work on a contingency basis. They will receive a percentage of the amount recovered for the Class Members. These amounts will not reduce the amount of benefits available to Class Members. In addition, Defendants have also agreed to pay the Settlement Administrator’s fees and expenses. Mr. Michael R. D’Amato and Mr. Robert J. Mazzoni, Jr. will be paid for their work on a contingency basis. They will receive a percentage of the amount recovered for the Class Members. These amounts will not reduce the amount of benefits available to Class Members. In addition, Defendants have also agreed to pay the Settlement Administrator’s fees and expenses.

EXCLUDING YOURSELF FROM THE SETTLEMENT CLASS

If you do not want to be a part of the Settlement Class, you can file a written request with the Settlement Administrator to be removed from the Settlement Class. This is sometimes called “opting out” of the Settlement Class.

20. How do I get out of the Settlement?

If you do not want to be a part of the Settlement Class, you can file a written request with the Settlement Administrator to be removed from the Settlement Class. This is sometimes called “opting out” of the Settlement Class. **March 17, 2022**

Class Action Opt-Outs

I do not want to be a part of the Settlement Class.
 I do not want to be a part of the Settlement Class.
 I do not want to be a part of the Settlement Class.
 I do not want to be a part of the Settlement Class.
 I do not want to be a part of the Settlement Class.

21. If I exclude myself, can I still get benefits from this Settlement?

22. If I don't exclude myself, can I sue Defendants for the same claims later?

OBJECTING TO THE SETTLEMENT

23. How do I tell the Court if I don't like the Settlement?

□□□□□ □□□□ □t□□r□r□□□□□□□□□□□□

Settlement Admin	CLASS COUNSEL	DEFENSE COUNSEL
Class Action Objections Attn: Whirlpool Dishwasher PO Box 58220 Philadelphia, PA 19102	Harper T. Segui Rachel Soffin, Milberg, Coleman, Bryson, Phillips, Grossman, LLP 825 Lowcountry Blvd, Ste 101 Mt. Pleasant, SC 29464	Andrew M. Unthank, Wheeler Trigg O'Donnell LLP 370 17th Street, Suite 4500 Denver CO 80202

24. What is the difference between objecting and asking to be excluded from the Settlement?

THE COURT'S FAIRNESS HEARING

25. When and where will the Court decide whether to approve the Settlement?

May 26, 2022 at 9:00am Duration: 1hr 10min

1

26. Do I have to come to the hearing?

You don't have to come to Court to talk about your case. You can see a lawyer to attend, but it's not necessary.

27. May I speak at the hearing?

IF You Do Nothing

28. What happens if I don't do anything?

If you do nothing, you won't get any benefits from this Settlement. If the Court approves the Settlement, you will receive \$1,000.00. If you do not accept the Settlement, you will receive nothing.

GETTING MORE INFORMATION

29. What if I feel like I need more information about what I should or should not do?

Mr. Todd M. Rosenblatt, Esq., and Mr. Michael J. Driscoll, Esq., of the law firm of Rosenblatt, Driscoll & Associates, LLP, 1000 Avenue of the Americas, Suite 1500, New York, NY 10036, are serving as Class Counsel for the Plaintiff. You may contact Class Counsel at (212) 541-1000 or (800) 223-1999, or visit Class Counsel's website at www.rosenblattdriscoll.com.

1

DO NOT WRITE OR CALL THE COURT, WHIRLPOOL, OR ANY APPLIANCE RETAILER, DEALER, OR AGENT FOR INFORMATION ABOUT THE SETTLEMENT OR THIS LAWSUIT.

Exhibit C

**You may be eligible
for a benefit as part
of a class action
settlement about
Whirlpool-
manufactured
dishwashers.**

For more information on the proposed settlement, to file a claim or objection, or to exclude yourself, visit
www.whirlpooldishwashersettlement.com
or contact the Settlement Administrator or Class Counsel.

**Do not contact the Court, Whirlpool,
or any appliance retailer or dealer for
information about the settlement.**

*Cleveland v. Whirlpool Corp.
Dishwasher Settlement*

Class Action Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

PRESORTED
FIRST-CLASS MAIL
U.S. POSTAGE PAID
MAG

Electronic Service
Requested



WDW01257693

85621



Postal Service: Please Do Not Mark Barcode

Notice ID: WDW01257693
Confirmation Code: 14932

T140 P3
EDDY BERZAK
437 WARBURTON AVE APT 1
HASTINGS ON HUDSON NY 10706-2890



NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

A proposed settlement has been reached in a class action against Whirlpool alleging defects in certain Whirlpool-manufactured dishwashers built from 2010-2017. This notice summarizes your legal rights. You should visit www.whirlpoldishwashersettlement.com to obtain more complete information about covered models, the proposed settlement, and your rights. You also can write to the Settlement Administrator at the address on the reverse side or call 1-(833) 940-3377, to have a Claim Form mailed to you.

What is the class action about? Plaintiffs allege that certain Whirlpool-manufactured dishwashers can be susceptible to diverter shaft seal leaks, which may cause the diverter motor to malfunction and in some instances result in water leaking onto the floor (a "Diverter Seal Leak").

What are my rights? The settlement class includes all persons who, while living in the United States, bought, acquired, or received as a gift new Whirlpool-manufactured dishwashers built from 2010 through 2017. You can visit www.whirlpoldishwashersettlement.com to see a complete list of the dishwasher models that are included in the settlement. Whirlpool's records show that you may be a member of the settlement class and eligible to make a claim for a rebate or cash reimbursement, up to \$225 and subject to other limits, for documented out-of-pocket expenses to repair or replace your dishwasher's diverter motor or sump assembly, or to replace your dishwasher with a new model, due to a Diverter Seal Leak occurring within eight years of your dishwasher's date of manufacture. To claim this reimbursement benefit for a Diverter Seal Leak, however, you must submit documentary proof of these out-of-pocket expenses. To be eligible for a Past Diverter Seal Leak claim (for a repair or replacement that occurred prior to the date you received this notice), you must submit a Claim Form to the Settlement Administrator online at www.whirlpoldishwashersettlement.com or by mail at the address on the reverse side postmarked **no later than July 26, 2022**. If you have a Future Diverter Seal Leak on or after **January 27, 2022** and within eight years of your dishwasher's date of manufacture you can receive this same coverage for future repairs or replacements by submitting a Claim Form online or postmarked **within 90 days of your Future Diverter Seal Leak**. Class members who do not meet the requirements in the Claim Form are not eligible for compensation.

How to request exclusion from the class. If you do not wish to participate in this class action, visit www.whirlpoldishwashersettlement.com to submit a Request for Exclusion. You also can write to the Settlement Administrator at the address on the reverse side or call 1-(833) 940-3377, to have a Request for Exclusion mailed to you. All requests for exclusion shall be individually submitted or postmarked **no later than March 17, 2022** and must include all required information to be valid. If you do not exclude yourself, you will lose your right to sue Whirlpool and obtain any compensation from them other than through this settlement.

How to make objections. If you remain in the class, you can comment on or object to the proposed settlement or Class Counsel's fees by mailing a written objection to the Settlement Administrator at the address on the reverse side, Class Counsel, and defense Counsel. Mail objections to defense Counsel at: Andrew M. Unthank, Wheeler Trigg O'Donnell LLP, 370 17th Street, Suite 4500, Denver CO 80202, and to Class Counsel Harper T. Segui, Millberg, Coleman, Bryson, 825 Lowcountry Blvd, Suite 101, Mt. Pleasant, SC 29464. The fairness hearing will be held at the Court on **May 26, 2022 at 9:00 am**. You or your attorney (if you choose to hire one) may appear at the hearing by filing a notice and entry of appearance with the Court and mailing those to Class Counsel and defense Counsel. Objections must be mailed and postmarked to the Administrator, Class Counsel, and defense Counsel no later than March 17, 2022. Entries of appearance must be filed with the Court and served on Class Counsel and defense Counsel no later than March 17, 2022.

Class Counsel's attorney fees and contact information. If the settlement is approved, the lawyers for Plaintiffs and the class (Class Counsel) will request an award of attorney fees, reimbursement of litigation expenses, and service awards not to exceed the total amount of \$1,500,000, to be paid by Whirlpool separately from and in addition to the benefits to the Class. You can write to Class Counsel at: Harper T. Segui and Rachel Soffin, Millberg, Coleman, Bryson, Phillips, Grossman, LLP.

Exhibit D

Brian Devery

From: Whirlpool Dishwasher Settlement Administrator
<donotreply@whirlpooldishwashersettlement.com>
Sent: Thursday, January 27, 2022 3:01 PM
To: Brian Devery
Subject: [External] Legal Notice of Class Action Settlement - Cleveland v. Whirlpool Corp

You don't often get email from donotreply@whirlpooldishwashersettlement.com. [Learn why this is important](#)

[This is an External Email – Do Not Click Unsolicited Links or Attachments]

To: Brian Devery
Claim Number: WHI0000001
Confirmation Code: 10330621

NOTICE OF CLASS ACTION LAWSUIT
AND PROPOSED SETTLEMENT

If you purchased a Whirlpool-manufactured dishwasher built from 2010-2017, you may be entitled to benefits from a class action settlement. You must file a Claim Form by July 26, 2022 to receive a settlement benefit for diverter seal leaks that happened before January 27, 2022. For diverter seal leaks that took place after January 27, 2022, you must file a claim within 90 days of the leak.

A Court authorized this notice. This is not a solicitation.

Read this notice carefully, as it affects your rights.

For more information, visit www.WhirlpoolDishwasherSettlement.com or call 1(833) 940-3377

WHAT IS THIS CASE ABOUT?

A proposed settlement has been reached in a class action against Whirlpool alleging defects in certain Whirlpool-manufactured dishwashers built from 2010-2017. This notice summarizes your legal rights. You should visit www.whirlpooldishwashersettlement.com to obtain more complete information about covered models, the proposed settlement, and your rights. You can download a claim form at the settlement website or submit your claim online. You can email the settlement Administrator at info@WhirlpoolDishwasherSettlement.com, write to the Settlement Administrator at the

address below:

Cleveland v. Whirlpool Corp.

Dishwasher Settlement

Class Action Administrator

1650 Arch Street, Suite 2210

Philadelphia, PA 19103

or call 1-(833) 940-3377 to request a Claim Form mailed to you.

WHAT IS THE ACTION ABOUT?

The Lawsuits claim that the Class Dishwashers can be susceptible to diverter shaft seal leaks, which may cause the diverter motor to malfunction and in some instances result in water leaking onto the floor (a “Diverter Seal Leak”). The Lawsuits further claim that the Defendant breached warranties, was negligent, and fraudulently concealed diverter seal defects in connection with the manufacture and sale of the Class Dishwashers.

Defendant denies that there is any diverter seal defect in the Class Dishwashers.

Defendant also denies that it violated any law or engaged in any wrongdoing.

The Settlement does not include personal injury or property damage claims other than for damage to the Class Dishwasher itself, and the Settlement does not release any of these claims.

WHO IS INCLUDED IN THE SETTLEMENT?

The Settlement Class includes all residents of the United States and its territories who: (a) purchased a new Class Dishwasher; (b) acquired a Class Dishwasher as part of the purchase or remodel of a home; or (c), received a new Class Dishwasher as a gift, manufactured from 2010 through 2017.

WHAT RELIEF DOES THE SETTLEMENT PROVIDE?

The Settlement provides for a rebate or cash reimbursement, up to \$225 and subject to other limits, for documented out-of-pocket expenses to repair or replace your dishwasher's diverter motor or sump assembly, or to replace your dishwasher with a new model, due to a Diverter Seal Leak occurring within eight years of your dishwasher's date of manufacture.

Please see the [Long Form Notice](#) for additional information.

You may file a claim online by clicking [HERE](#).

You may also print a Claim Form by clicking [HERE](#).

For Diverter Leaks taking place prior to January 27, 2022, you must submit your claim online no later than July 26, 2022, or if mailed, your claim must be postmarked no later than July 26, 2022.

WHAT ARE MY OPTIONS?

If you stay in the Class, you will be legally bound by the Settlement's terms and you will release your claims against Defendants, regardless of whether you file a Claim Form. If you do not want to be legally bound by the Settlement, you must Opt-Out of the Settlement by **March 17, 2022**. If you Opt-Out, you will not be entitled to receive a Settlement benefit but you will retain the ability to file your own claim against Defendants. If you do not Opt-Out, you may Object to the Settlement by **March 17, 2022**. The Long Form Notice available on the Settlement Website explains how to Opt-Out or Object. The Court will hold a Hearing on **May 26, 2022** to consider whether to approve the Settlement and a request by the lawyers representing all Class Members for up to \$1,500,000 for attorney fees and reimbursement of the litigation expenses and costs they incurred and/or advanced. They will also ask for service awards of \$2,500.00 to be paid to Class Representatives Elizabeth Cleveland, Amy Larchuk, Thomas McCormick, Christopher Redmon, and Dhaval Shah out of the \$1,500,000 for fees and expenses. If approved, Whirlpool will separately pay these fees, costs, expenses, and service awards. **These amounts will not reduce the amount of benefits available to Class Members.** You may ask to appear at the hearing, but you don't have to.

FAIRNESS HEARING.

The Court will hold a Fairness Hearing on May 26, 2022, at 9:00am, at the U.S. District Court for the District of Minnesota, located at the Warren E. Burger Federal Building, 316 North Robert Street, Courtroom 7A, St Paul, MN 55101, to consider whether the Settlement is fair, adequate, and reasonable, and whether it should be finally approved. If there are objections, the Court will consider them. The Court will listen to people who have asked to speak at the hearing. The Court may also decide the amount of fees, costs, and expenses to award Class Counsel and the payment amount to the Class Representatives. This hearing may be continued or rescheduled by the Court without further notice to the Settlement Class.

WHERE CAN I GET MORE INFORMATION? This Notice is only a summary. To get a copy of the Long Form Notice, Claim Form or Settlement Agreement or to learn more visit: the Settlement Website at www.whirlpooldishwashersettlement.com; call toll-free at **1(833) 940-**

3377; email Info@whirlpoldishwashersettlement.com or you may write to the Settlement Administrator at:

Cleveland v. Whirlpool Corp.
Dishwasher Settlement
Class Action Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE, DEFENDANT, OR DEFENDANT'S COUNSEL.

By: Order of
Wilhelmina M Wright
United States District Judge
United State District Court, District of Minnesota

[Unsubscribe](#)



Exhibit E



If you purchased a Whirlpool-manufactured dishwasher, you may be entitled to benefits from a class action settlement.

[Click Here](#)



If you purchased a **Whirlpool-manufactured** dishwasher, you may be entitled to benefits from a class action settlement.

[Click Here](#)



If you purchased a **Whirlpool-manufactured** dishwasher, you may be entitled to benefits from a class action settlement.

[Click Here](#)



If you purchased a **Whirlpool-manufactured** dishwasher, you may be entitled to benefits from a class action settlement.

[Click Here](#)

If you purchased a
Whirlpool-manufactured
dishwasher, you may be
entitled to benefits from a
class action settlement.

[Click Here](#)

If you purchased a Whirlpool-manufactured
dishwasher, you may be entitled to benefits
from a class action settlement.

[Click Here](#)



Exhibit F

 Angeion Group
Sponsored

If you purchased a Whirlpool-manufactured dishwasher, you may be entitled to benefits from a class action settlement.



WHIRLPOOL DISHWASHER SETTLEMENT
Whirlpool-Manufactured
Dishwasher Diverter Seal

[LEARN MORE](#)

 Like  Comment  Share

Exhibit G

First Name	Last Name	Exclusion	Postmarked Date
PAUL S	TRELLA	2/2/2022	
CHARLES P	KINNEY	2/2/2022	
SUSAN	GRUSCHOW	2/4/2022	
ANNELIESE	DAS	2/11/2022	
LARRY	ANDREW	2/11/2022	
MARIE	GORE	2/14/2022	
JAMES	HOWES	2/14/2022	
BARBARA	WILSON	2/14/2022	
DIANA L	JENSEN	2/14/2022	
LOUISE	FIDUCCIA	2/14/2022	
HARRY	TOWNSEND	2/15/2022	
DANITZA	NALL	2/15/2022	
MARIKAYE	MCKINLEY	2/15/2022	
GWEN	DOSSEY	2/16/2022	
MARGARET M	WALSH	2/25/2022	
JOY	CRISP	2/28/2022	
KEN	MAGLEBY	2/28/2022	
TONI	FUSCO	3/1/2022	
PAUL	ALDRIDGE	3/1/2022	
CARY	GOODMAN	3/1/2022	
DANNY	PLATAS	3/1/2022	
KAORU	PLATAS	3/1/2022	
YVONNE	YAMASAKI	3/1/2022	
HERCHEL	BILLINGSLEY	3/2/2022	
ANDREW	LONG	3/9/2022	
PHILLIP R	A' BECKET	3/11/2022	
MARK	HANSON	3/14/2022	
JOE	MCQUAID	3/15/2022	
RUTH	JOHNSON	3/17/2022	
BETTY F	MARCELYNAS	3/17/2022	
CHRISTEN	STEIGERWALD	3/17/2022	
KEVIN P	SIMONSON	3/18/2022	
JOHN	NORGORD	3/18/2022	
KEVIN P	SIMONSON	3/21/2022	3/10/2022
CYNTHIA	ARMSTRONG	3/22/2022	3/17/2022
ERIC	DEMMITT	3/22/2022	3/17/2022
KEVIN P	SIMONSON	3/25/2022	3/17/2022
DORY	CUTTING	3/25/2022	3/17/2022
JOYCE	WESTFALL	3/25/2022	3/16/2022

Exhibit H

February 9, 2022

Class Action Objections

Attn: Whirlpool Dishwasher

PO Box 58220 Philadelphia, PA 19102

Harper T. Segui Rachel Soffin

Milberg, Coleman, Bryson, Phillips, Grossman, LLP

825 Lowcountry Blvd, Ste 101 Mt. Pleasant, SC 29464

Andrew M. Unthank

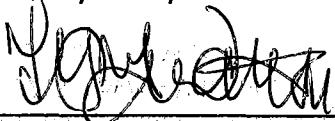
Wheeler Trigg O'Donnell LLP

370 17th Street, Suite 4500 Denver CO 80202

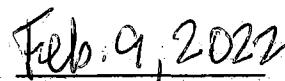
Objection to Proposed Settlement *Cleveland v. Whirlpool Corp.*, Case No. 0:20-cv-01906-WMW-KMM

My name is Karin L. Kusiak-Wachsmuth. My current address is 2223 Fawn Mist Lane, San Antonio, TX 78248. I own a Whirlpool Dishwasher Serial # F63587861 and Model# WDT720PADM2 which qualifies me as a Class Member related to the proposed settlement offer. I object to the terms of the Settlement based on the fact that the amounts to be paid for the repair and/or replacement do not reflect current costs and do not make claimants whole. As of this date February 2022, the cost to repair ranges from \$300.00 to \$600.00 depending on the area of the country, cost of parts and cost of labor. Further, the cost to replace ranges from \$490.00 to \$1100.00 depending on the replacement brand chosen in the given selection criteria. The amounts paid for settlement for repair should be according to the cost of labor and materials for all class members throughout the claim period. Class Members should not have their whole benefit reduced by time. For Class Members who choose the replacement option, a coupon for 40% off of the purchase of a new dishwasher is fair. The objective should be to make Class Members whole by reimbursing for true costs to repair or replace because these values are likely to increase in the future.

Thank you for your consideration.



Karin L. Kusiak-Wachsmuth



Date

Karin Kusiak Wachsmuth
2223 Fawn Mist Lane
San Antonio, TX 78248

SAN ANTONIO TX 780
RIO GRANDE DISTRICT
10 FEB 2022 PM 4 L

Class Action Objections
Attn: Whirlpool Dishwasher
PO Box 58220 Philadelphia, PA 19102

19102-822020



Karen I. Leal
5406 Foresthaven Dr.
Houston, TX 77066
leal_karen@hotmail.com
832-387-8646

Settlement Administrator:

Class Action Objections
ATTN: Whirlpool Dishwasher
PO Box 58220
Philadelphia, PA 19102

Following is my objection. Please let me know if you require any additional information.

(1) Name of the lawsuit:

Cleveland v. Whirlpool Corp., Case No. 0:20-cv-01906-WMW-KMM

Claim Number: WDW00798183

Confirmation Code: 19105

(2) Name and current address:

Karen I. Leal

5406 Foresthaven Dr., Houston, TX 77066

(3) Serial number and model number of Class dishwasher:

Model Number KDTM354DSS3

Serial Number F52308508

(4) Reasons for objection:

- a. I am unable to sign the declaration on the claim form, "I declare under penalty of perjury of the laws of the United States that I have searched for but am unable to find documentary proof..." because I do have such documents of purchase.
- b. The Settlement provides relief only for replacement/repair costs for dishwasher diverter motor or sump assembly, but my dishwasher part did actually fail and said leak also caused extensive water damage throughout kitchen and adjoining dining room areas.
- c. Appliance service repair technician recommended replacement rather than to repair the dishwasher, and I do not want a Whirlpool dishwasher as a replacement due to this diverter seal leak/faulty part experience.

(5) Evidence and supporting papers

- a. Copy of receipt of dishwasher purchase, 2015
- b. Insurance Water Damage Claim, 2021
- c. Leak Detection Report, 2021
- d. Dishwasher Service Request, 2021

(6) Signature:



(7) Date of signature:

March 16, 2022

Copied:

Settlement Administrator:
Class Action Objections
ATTN: Whirlpool Dishwasher
PO Box 58220
Philadelphia, PA 19102

Class Counsel:
Harper T. Segui
Rachel Soffin,
Milberg, Colman, Bryson, Phillips, Grossman, LLP
825 Lowcountry Blvd, Ste 101
Mt. Pleasant, SC 29464

Defense Counsel:
Andrew M. Unthank,
Wheeler Trigg O'Donnell LLP
370 17th Street, Suite 4500
Denver, CO 80202

Sears.com order received! Next steps to come ...

DELIVERY INFORMATION			Salescheck #: 093003149182	
Delivery Address Karen Leal 5406 Foreshaven Dr HOUSTON, TX 77066		Expected Delivery Date: 07/13/2015 Delivery Method: Delivery		Order Date: 05-Jul-2015 Return Code: 5459-6816-6598-1929-0619
281-893-8483 832-387-8646				
ITEM DETAILS		PRICE	QTY	PROMOTIONS
Item# 02214233000 Mfr# KDTM354DSS		Reg. \$1,099.00	1	Get \$25 off a large appliance purchase greater than \$499, sold by Sears.
Description: KDTM354DSS 24" Built-In 6-Cycle Dishwasher w/ Ultra-Fine Filter - Stainless Steel		Sale \$899.00		Members get 50,000 points, \$50 in points, when you make a home appliance purchase of \$499 or more.
UPC: 883049323220				FXD CAP \$7
Sold by: Sears				1X CAP \$0
<u>Return Policy</u>				
WILL IT FIT? ►				
				ITEM TOTALS
				Subtotal: \$899.00
				Total Points Applied (7470) -\$7.47
				Item Total: \$898.02
Item# 02211000000 Mfr# SED1		Reg. \$19.99	1	Members get 50,000 points, \$50 in points, when you make a home appliance purchase of \$499 or more.
Description: Dishwasher Installation Kit				

KITCHENAID® DISHWASHER LIMITED WARRANTY

Please have the following information available when you call the Customer Experience Center:

- Name, address and telephone number
- Model number and serial number
- A clear, detailed description of the problem
- Proof of purchase including dealer or retailer name and address

IF YOU NEED SERVICE:

1. Before contacting us to arrange service, please determine whether your product requires repair. Some questions can be addressed without service. Please take a few minutes to review the Troubleshooting or Problem Solver section of the Use and Care Guide, scan the QR code on the right to access additional resources, or visit <http://kitchenaid.custhelp.com>.
2. All warranty service is provided exclusively by our authorized KitchenAid Service Providers. In the U.S. and Canada, direct all requests for warranty service to:

KitchenAid Customer Experience Center

In the U.S.A., call 1-800-422-1230. In Canada, call 1-800-857-6777.



<http://kitchenaid.custhelp.com>

If outside the 50 United States or Canada, contact your authorized KitchenAid dealer to determine whether another warranty applies.

LIFETIME LIMITED WARRANTY

WHAT IS COVERED

FIRST YEAR LIMITED WARRANTY (PARTS AND LABOR)

For one year from the date of purchase, when this major appliance is installed, operated and maintained according to instructions attached to or furnished with the product, KitchenAid brand of Whirlpool Corporation or Whirlpool Canada, LP (hereafter "KitchenAid") will pay for factory specified replacement parts and repair labor to correct defects in materials or workmanship that existed when this major appliance was purchased, or at its sole discretion replace the product. In the event of product replacement, your appliance will be warranted for the remaining term of the original unit's warranty period.

SECOND THROUGH FIFTH YEAR LIMITED WARRANTY (CERTAIN COMPONENT PARTS ONLY - LABOR NOT INCLUDED)

In the second through fifth years from the date of original purchase, when this major appliance is installed, operated and maintained according to instructions attached to or furnished with the product, KitchenAid will pay for factory specified parts for the following components to correct non-cosmetic defects in materials or workmanship in these parts that prevent function of this major appliance and that existed when this major appliance was purchased. This is a limited 5-year warranty on the below named parts only and does not include repair labor.

- Nylon dish racks
- Electronic controls

LIFETIME LIMITED WARRANTY (STAINLESS STEEL TUB AND INNER DOOR LINER ONLY)

For the lifetime of the product from the date of original purchase, when this major appliance is installed, operated and maintained according to instructions attached to or furnished with the product, KitchenAid will pay for factory specified parts and repair labor for the following components to correct non-cosmetic defects in materials or workmanship that existed when this major appliance was purchased:

- Stainless steel tub
- Inner door liner

YOUR SOLE AND EXCLUSIVE REMEDY UNDER THIS LIMITED WARRANTY SHALL BE PRODUCT REPAIR AS PROVIDED HEREIN. Service must be provided by a KitchenAid designated service company. This limited warranty is valid only in the United States or Canada and applies only when the major appliance is used in the country in which it was purchased. This limited warranty is effective from the date of original consumer purchase. Proof of original purchase date is required to obtain service under this limited warranty.

WHAT IS NOT COVERED

1. Commercial, non-residential or multiple-family use, or use inconsistent with published user, operator or installation instructions.
2. In-home instruction on how to use your product.
3. Service to correct improper product maintenance or installation, installation not in accordance with electrical or plumbing codes or correction of household electrical or plumbing (i.e. house wiring, fuses or water inlet hoses).
4. Consumable parts (i.e. light bulbs, batteries, air or water filters, etc.).
5. Damage from accident, misuse, abuse, fire, floods, acts of God or use with products not approved by KitchenAid.
6. Repairs to parts or systems to correct product damage or defects caused by unauthorized service, alteration or modification of the appliance.
7. Cosmetic damage including scratches, dents, chips, and other damage to appliance finishes unless such damage results from defects in materials and workmanship and is reported to KitchenAid within 30 days.
8. Decoloration, rust or oxidation of surfaces resulting from caustic or corrosive environments including but not limited to high salt concentrations, high moisture or humidity or exposure to chemicals.
9. Pick-up or delivery. This product is intended for in-home repair.
10. Travel or transportation expenses for service in remote locations where an authorized KitchenAid servicer is not available.
11. Removal or reinstallation of inaccessible appliances or built-in fixtures (i.e. trim, decorative panels, flooring, cabinetry, islands, countertops, drywall, etc.) that interfere with servicing, removal or replacement of the product.
12. Service or parts for appliances with original model/serial numbers removed, altered or not easily determined.

The cost of repair or replacement under these excluded circumstances shall be borne by the customer.

DISCLAIMER OF IMPLIED WARRANTIES

IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO ONE YEAR OR THE SHORTEST PERIOD ALLOWED BY LAW. Some states and provinces do not allow limitations on the duration of implied warranties of merchantability or fitness, so this limitation may not apply to you. This warranty gives you specific legal rights, and you also may have other rights that vary from state to state or province to province.

DISCLAIMER OF REPRESENTATIONS OUTSIDE OF WARRANTY

KitchenAid makes no representations about the quality, durability, or need for service or repair of this major appliance other than the representations contained in this warranty. If you want a longer or more comprehensive warranty than the limited warranty that comes with this major appliance, you should ask KitchenAid or your retailer about buying an extended warranty.

LIMITATION OF REMEDIES; EXCLUSION OF INCIDENTAL AND CONSEQUENTIAL DAMAGES

YOUR SOLE AND EXCLUSIVE REMEDY UNDER THIS LIMITED WARRANTY SHALL BE PRODUCT REPAIR AS PROVIDED HEREIN. KITCHENAID SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. Some states and provinces do not allow the exclusion or limitation of

← → C claims.libertymutual.com/selection/?layout=none&pt

Liberty Mutual
INSURANCE

My claims

My home
Policy #: H3729874184840

Claim #045317587

Incident date April 10, 2021*	Reported date April 12, 2021*	Claim type Water damage due to HVAC or plumbing issue such as broken pipe, hose, or fixture
----------------------------------	----------------------------------	--

*All times and dates are displayed and adjusted for Eastern Time (ET).

[View claim](#)

FEEDBACK

From:"Insurance" <insurance@americanleakdetection.com>
Sent:Tuesday, May 4, 2021 3:25 PM (Eastern Time)
To:terry.fenimore@libertymutual.com;imaging@libertymutual.com
Cc:badams@americanleakdetection.com
Subject:{EXTERNAL} Inspection Report - 045317587

Leak Detection Inspection Report attached.



Please find the Leak Detection Inspection Report attached for Claim# 045317587.

If you have any questions please contact your local American Leak Detection office at:

American Leak Detection of Houston #119
17903 West Strack Dr., Spring, TX 77379
Phil Meckley
281-355-0055

ald@aldhouston.com

Thank you for choosing American Leak Detection.





AMERICAN LEAK DETECTION

THE ORIGINAL LEAK SPECIALISTS™

American Leak Detection - Liberty Mutual
199 Whitney Avenue
New Haven, CT 06511
mhartz@americanleakdetection.com

Invoice LM-32433

BILL TO	SHIP TO	DATE	PLEASE PAY	DUE DATE	
Liberty Mutual / Safeco P.O. Box 515097 Los Angeles, CA 90051	Norma Gutierrez 17025 Lawnwood Street La Puente, CA 91744	05/04/2021	\$283.94	06/03/2021	
SHIP DATE	SHIP VIA	TRACKING NO.	ALD #	REF #	COMPLETION DATE
05/04/2021	Terry Fenimore	045317587	119	10441453	05/04/2021
DATE	ITEM DESCRIPTION	QTY	AMOUNT		
	DOM DET:Domestic Cause & Origin Domestic Cause & Origin	1	275.00		
	OTHER DOM WORK:Insurance Discount Insurance Discount	1	-13.75		
	OTHER DOM WORK:Sales Tax Sales Tax (remitted by local service provider)	1	22.69		
				TOTAL DUE	\$283.94
					THANK YOU.

Thank you for allowing American Leak Detection to be of service. We look forward to working with you again.

REMIT PAYMENT TO: American Leak Detection, Inc., 199 Whitney Avenue, Suite 2, New Haven, CT 06511

W-9

Form
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

American Leak Detection, Inc.

2 Business name/disregarded entity name, if different from above

American Leak Detection

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

199 Whitney Avenue, 2nd Floor

6 City, state, and ZIP code

New Haven, CT 06511

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

<input type="text"/>	<input type="text"/>	<input type="text"/>	-	<input type="text"/>	<input type="text"/>	-	<input type="text"/>	<input type="text"/>
----------------------	----------------------	----------------------	---	----------------------	----------------------	---	----------------------	----------------------

or

Employer identification number

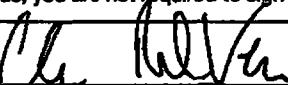
<input type="text"/>								
----------------------	----------------------	----------------------	----------------------	----------------------	----------------------	----------------------	----------------------	----------------------

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►		Date ► 1/7/2021
-----------	----------------------------	---	-----------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

May 4, 2021
Claim# 045317587



LEAK DETECTION INSPECTION REPORT

Date

May 4, 2021

Prepared For

Terry Fenimore

Company

Liberty Mutual Insurance

P.O. Box 515097

Los Angeles, CA 90051

Claim #: 045317587

Property Inspected

Insured Name & Address:

**Karen Leal
5406 Foresthaven Dr
Houston, TX 77066**

Inspection & Report By

American Leak Detection

**Technician: Angel Arroyo
Phone #: 281-355-0055
License #: 36743**

May 4, 2021
Claim# 045317587

Job Assignment Information, Symptoms, Visible Damage & Special Instructions

Job Assignment Information

Water damage to kitchen cabinets. Please check for origin of water leak (i.e. - dishwasher, faucet, drain, etc). Please note that there is an exterior hose faucet on the kitchen exterior wall; please inspect as well.

Symptoms / Visible Damage / Special Instructions

The customer, the customer's representative, or the inspecting American Leak Detection technician has observed the following symptoms typical of water leaks and/or damage:

Damage Found: Kitchen cabinets, walls and dining room wood floors are wet.

Cause: Water leaking from dishwasher.

Duration: Under 30 days.

May 4, 2021
Claim# 045317587

Identified causes & summary

If applicable, the following items were identified as to the origin of water and/or damage to the residence:

Tech performed an electronic leak detection test on all of the hot and cold-water lines finding no leaks. Also, all of the home's water lines were pressure tested at 65 psig and monitored for 15 minutes finding no leaks. The water lines are PEX.

A hydrostatic test was performed on the sewer system, through a 4-inch PVC cleanout by plugging the sewer exit downstream of the cleanout and all of the sewer lines under the house were filled with water to the slab level and the test was monitored for 30 minutes finding no leaks on the sewer drain lines.

Water damage was found on the kitchen cabinets and base boards. A full inspection was performed in the kitchen finding the dishwasher leaks each time it is in use.

Note: PSIG = Pounds per square inch gauge pressure.

AS American Home Shield <noreply@msg.ahswarranty.com>
Fri 10/15/2021 1:55 PM
To: You



Your service contractor has been assigned.

We have assigned SUNCOAST A/C HEATING AND APPLIANCE SERVI to diagnose your issue

For faster service, ask your contractor about a [video diagnosis](#).

It only takes about 10 minutes and is usually scheduled 40% faster than an in-home diagnosis.

Benefits of a Video Diagnosis

Seeing the issue helps your technician prepare before they come out to your home. They can pre-order any required parts and make sure they have the right person to complete the job.

All you need is a smartphone and good WiFi connection. You control the entire visit as the contractor guides you using on-screen prompts.

- Convenient 1-hour appointment windows
- Faster overall service
- No additional cost
- Nothing to download or install

Dispatch ID: 79327808

Contractor: SUNCOAST A/C HEATING AND APPLIANCE SERVI

Contractor Phone: [\(281\) 676-3110](#)

Service Item: [Dishwasher](#)

What happens next?

The assigned contractor should contact you within the next business day to schedule the appointment. You may also reach out directly to request a video diagnosis appointment. [See how it works.](#)

Service Fee paid \$75.00 on 10/17/2021

May 4, 2021
Claim# 045317587

Photos



Photo #1

water pressure test



Photo #2

hydrostatic test

May 4, 2021
Claim# 045317587

Photos



Photo #3

damaged cabinets



Photo #4

dishwasher is leaking

May 4, 2021
Claim# 045317587

Photos



Photo #5

wood floors are wet



Photo #6

damaged cabinets

May 4, 2021
Claim# 045317587

Photos



Photo #7

damaged cabinets

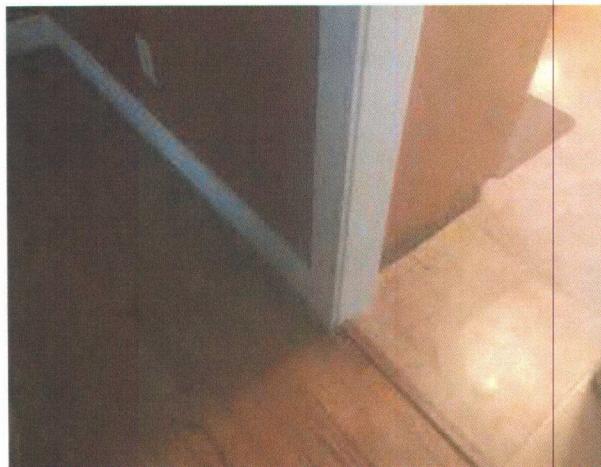
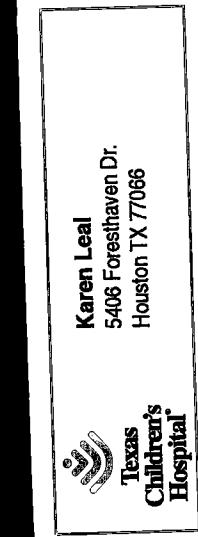


Photo #8

wood floors are wet

Class Action Objections
ATTN: Whirlpool Dishwasher
PO Box 58220
Philadelphia, PA 19102



**PRIORITY®
MAIL**

ONE RATE • ANY WEIGHT

APPLY PRIORITY MAIL POSTAGE HERE

3406 Foresthaven Dr.
Houston TX 77066

Texas
Children's
Hospital

U.S. POSTAGE PAID
PM 2 DAY
HOUSTON, TX
77070
MAR 17 22
AMOUNT
\$8.95
R2303101808-03



1006 18102

Class Action Objections
ATTN: Whirlpool Dishwasher
PO Box 58220
Philadelphia, PA 19102

EXPECTED DELIVERY DAY: 03/21/22

USPS TRACKING® #

For international shipments, the maximum weight is 4 lbs.

